

# EXHIBIT 15



U.S. Department of Justice

Federal Bureau of Prisons

Washington, DC 20534

January 17, 2007

Damon T. Hininger, Vice President  
Federal Customer Relations  
Corrections Corporation of America  
10 Burton Hills Boulevard  
Nashville, Tennessee 37215

Dear Mr. Hininger:

On behalf of the Federal Bureau of Prisons, I am pleased to congratulate you and Corrections Corporation of America (CCA) on the contract award resulting from Request for Proposals PCC-0010 (Criminal Alien Requirement VI). Attached is your contract DJBPCC005. This award accepts your Final Pricing Proposal dated December 26, 2006, as well as your Technical Proposal with its revisions. The estimated four-year Base is \$119,560,753.60.

This contract includes a four-year base period and three two-year option periods, and has an effective date of May 1, 2007. This effective date is the day on which CCA must begin performing services under the terms of this contract. The Option B Pricing Schedule will be effective for 270 days beginning on May 1. The Option A Pricing Schedule will take effect the next day following the expiration of the Option B Pricing Schedule.

As a reminder, if CCA wishes to issue any press releases concerning this award, Section C of our contract requires CCA to receive the pre-approval of the contracting officer.

We look forward to working with CCA throughout the life of this contract.

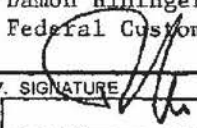

Sincerely,

Matthew D. Nace  
Contracting Officer

Exhibit #

39

Date:

<b>SOLICITATION, OFFER, AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 186	
2. CONTRACT NUMBER <b>DJB1PC005</b>		3. SOLICITATION NUMBER RFP-PCG-00010		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/28/2006	
6. REQUISITION/PURCHASE NUMBER		8. ADDRESS OFFER TO (If other than item 7) Heather Greiner Contracting Officer Federal Bureau of Prisons Privatized Corrections Contracting 320 First Street, NW, Room 5006 Washington DC 20534					
ISSUED BY United States Department of Justice Federal Bureau of Prisons Privatized Corrections Contracting 320 First Street, NW, Room 5006 Washington DC 20534		NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>See Sec L</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in <u>See Block B</u> until <u>4:00PM Local</u> local time <u>07/25/2006</u> (City) (Hour) (Date)							
CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME: Heather Greiner Contracting Officer		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 202-616-1647		C. EMAIL ADDRESS hgreiner@bop.gov	
<b>11. TABLE OF CONTENTS</b>							
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	62-73
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	10-50	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	73-164
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	51	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	52-54	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	165-168
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<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	60-61				
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)	
						CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.	
		001		06/30/2006		003	
		002		07/14/2006			
15A. NAME AND ADDRESS OF OFFEROR Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215		FACILITY CODE DUNS 15-973-4151		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Damon Hininger, Vice President Federal Customer Relations			
15B. TELEPHONE NO. (Include area code) (615) 263-3092		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE 		18. OFFER DATE 8/8/2006	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$119,560,753.60		21. ACCOUNTING AND APPROPRIATION INFORMATION FP090009S6 Project 41Y			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM					
24. ADMINISTERED BY (If other than item 7) CODE U.S./DOJ/BOP Privatized Corrections Contracting Office 320 First St., NW Room 5006 Washington, DC 20534		25. PAYMENT WILL BE MADE BY CODE Privatization Management Branch 400 First St., NW., 2nd Floor Washington, DC 20534					
26. NAME OF CONTRACTING OFFICER (Type or print) Matthew D. Nace		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)				28. AWARD DATE 11/7/07	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. 005		3. EFF. DATE 11/29/06		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE Federal Bureau of Prisons Privatized Corrections Contracting 320 First Street, NW Room 5006  Washington DC 20534				7. ADMINISTERED BY (If other than Item 6) CODE Privatized Corrections Contracting  320 First Street, NW Room 5006  Washington DC 20534			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO. X RFP-PCC-0010			
				9B. DATED (SEE ITEM 11) 05/26/2006			
				10A. MODIFICATION OF CONTRACT/ORDER NO. /			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The purpose of this amendment is to change Section B of the solicitation to incorporate the attached Option B Pricing Schedule. This change is necessary in order for offerors to propose pricing which reflects their current facility operating capacity at time of award through completion of expansion and/or renovation. Option A Pricing Schedule will take effect the first day of the following month upon completion of expansion and/or renovation.							
Each offeror responding to this solicitation must complete and submit the Option B Pricing Schedule in order to be eligible for award. Option B Pricing Schedule is due on Wednesday, December 6, 2006, by 4:00 PM EST, to the attention of Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Heather Greiner, Contracting Officer			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED	

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 005	3. EFF. DATE 11/29/06	4. REQUISITION/PURCHASE REQ. NO.	PAGE 2	OF PAGES 2

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Heather L. Greiner, Contracting Officer, Bureau of Prisons, 320 First St., NW,  
Room 5006, Washington, DC, 20534.

STANDARD FORM 30 (REV. 10-83)

**\*Option B      OFFEROR: \_\_\_\_\_ LOCATION: \_\_\_\_\_**

**90% PRICING SCHEDULE - BASE PERIOD**

**100% CONTRACT BEDS: Number of Contract Beds \_\_\_\_\_**

**115% CONTRACT BEDS: Number of Contract Beds \_\_\_\_\_**

FIUP will apply when the average number of inmates, in a monthly payment period, exceeds 90% of the contract beds

**Date of Award through 270 calendar days or upon completion of expansion or renovation**

Inmates up to (50%)	(50%+1) Inmates to (90%)	(90%+1) Inmates (115%)
Monthly Ramp Up Price* (Estimated 3 months): \$ _____ Per month	Monthly Operating Price (MOP) (Estimated 9 months): \$ _____ Per month	Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$ _____ Per day
Total Price (Ramp Up X 3 Months)+(MOP X number of days to complete expansion and/or renovation 9 Months)+(FIUP to 115%):\$ _____ FIUP Can only apply to the nine month period and should be calculated as such.		

\* Ramp up does not apply to those facilities with an existing BOP population.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CC -		PAGE OF PAGES 1 12		
2. AMENDMENT/MODIFICATION NO. 004		3. EFF. DATE 8/10/06		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Federal Bureau of Prisons Privatized Corrections Contracting 320 First Street, NW Room 5006 Washington DC 20534				7. ADMINISTERED BY (If other than Item 6) Privatized Corrections Contracting 320 First Street, NW Room 5006 Washington DC 20534			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO. X RFP-PCC-0010			
				9B. DATED (SEE ITEM 11) 05/26/2006			
				10A. MODIFICATION OF CONTRACT/ORDER NO. 1			
CODE				10B. DATED (SEE ITEM 13)			
FACILITY CODE							

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Request for Proposals (RFP) PCC-0010, Criminal Alien Requirement (CAR) 6 is hereby amended to include the attached Department of Labor Wage Determinations associated with the RFP:

Wage Det#1994-2229

Revision # 28

Date of Last Revision 05/24/2006

See attached continuation pages

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Heather Greiner, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

## **PART I - THE SCHEDULE**

### **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

#### **SERVICES AND PRICES/COSTS**

The contracts resulting from this solicitation will be a fixed-price type contract for services incorporating an award-fee provision. At the sole discretion of the Government, an award-fee may be issued to the contractor in recognition of quality performance as outlined in Section J.

The period of performance for any contract which the Government may award under the terms and conditions of this RFP will be for a four-year Base Period, with three two-year Option Periods.

#### **PRICING INSTRUCTIONS**

Offerors must submit offer(s) for the total four year Base Period and three two-year option periods.

In the event funds are not available after the first, second, third or fourth year of the Base Period or after the first year of any of the two-year option periods, the Government reserves the right to cancel the contract in accordance with FAR 52.217-2, Cancellation Under Multiyear Contracts.

\*Pricing Schedule Option A is to be priced eliminating the requirement in Section C entitled STAFFING PLAN, (see page 8).

In the event the contract is cancelled after the first year of the Base Period because funds are not available, the contractor will be compensated in accordance with FAR 52.217-2, Cancellation Under Multiyear Contracts, up to the cancellation ceilings set forth below:

Base Year 2 - 30% of the total Base Period price

Base Year 3 - 15% of the total Base Period price

Base Year 4 - 7.5% of the total Base Period price

In the event the contract is cancelled during an option period because funds are not available, the contractor will be compensated for the second year of the option period in accordance with FAR 52.217-2, Cancellation Under Multiyear Contracts, up to the following cancellation ceiling: 7.5% of the



# ATTACHMENT I - SCHEDULE OF SUPPLIES/SERVICES

## \*Option A

OFFEROR: Corrections Corporation of America

LOCATION: Eden Detention Center

### 90% PRICING SCHEDULE - BASE PERIOD

100% CONTRACT BEDS: Number of Contract Beds 1355

115% CONTRACT BEDS: Number of Contract Beds 1558

BASE YEAR #1 (12 MONTHS) (Includes Ramp Up Price)		
001 Inmate - 678 Inmates (50%)	001 Inmate - 1,220 Inmates (90%)	1,221 Inmates (90% +1) - 1,558 Inmates (115%)
Monthly Ramp Up Price (Estimated 3 months): <b>\$1,091,961</b> Per month*	Monthly Operating Price (MOP) (Estimated 9 months): <b>\$1,964,886</b> Per month*	Fixed Incremental Unit Price (FIUP) Per Inmate Day: <b>\$45.95</b> Per day*
** Total Price (Ramp Up X 0 Months) + (MOP X 12 Months) + (FIUP to 115%): <b>\$29,247,484</b>		

\*The FIUP (Per Inmate Day) will be applied to all inmates over the guarantee for each period.

BASE YEAR #2 (12 MONTHS)	
001 Inmate - 1,220 Inmates (90%)	1,221 Inmates (90% +1) - 1,558 Inmates (115%)
Monthly Operating Price (MOP): <b>\$2,004,184</b> Per month	Fixed Incremental Unit Price (FIUP) Per Inmate Day: <b>\$46.87</b> Per day
** Total Price (MOP X 12 Months) + (FIUP to 115%): <b>\$29,832,560</b>	

BASE YEAR #3 (12 MONTHS)	
001 Inmate - 1,220 Inmates (90%)	1,221 Inmates (90% +1) - 1,558 Inmates (115%)
Monthly Operating Price (MOP): <b>\$2,044,268</b> Per month	Fixed Incremental Unit Price (FIUP) Per Inmate Day: <b>\$47.81</b> Per day
** Total Price (MOP X 12 Months) + (FIUP to 115%): <b>\$30,429,536</b>	

BASE YEAR #4 (12 MONTHS)	
001 Inmate - 1,220 Inmates (90%)	1,221 Inmates (90% +1) - 1,558 Inmates (115%)
Monthly Operating Price (MOP): <b>\$2,085,153</b> Per month	Fixed Incremental Unit Price (FIUP) Per Inmate Day: <b>\$48.77</b> Per day
** Total Price (MOP X 12 Months) + (FIUP to 115%): <b>\$31,038,591</b>	

**STATEMENT OF WORK**  
**RFP-PCC-0010- CAR 6**  
**Section C Table of Contents**

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## 1 INTRODUCTION

2 This Statement of Work (SOW) sets forth the contract performance  
3 requirements for the management of a contract correctional  
4 institution(s) to accommodate approximately 7,000 beds for a low  
5 security adult male population consisting primarily of criminal aliens.  
6 The criminal alien population will ordinarily be low security non-U.S.  
7 citizen, primarily Mexican, adult males with sixty months or less  
8 remaining to serve on their sentences. Faith Based and Community  
9 Organizations can submit offers equally with other organizations for  
10 contract beds for which they are eligible.

11 The proposed facility(ies) shall be an existing institution or a complex  
12 of institutions in the same locality to accommodate approximately 900 to  
13 3,000 beds on a daily basis. The proposed facility must be located in  
14 Arizona, California, Louisiana, New Mexico, Oklahoma or Texas. The  
15 institution shall include a special housing unit (segregation) with a  
16 capacity of at least 10 percent of the accepted number of contract beds.  
17 The contractor will be required to house a daily population up to 15  
18 percent over the accepted number of contract beds.

19 Expansion or renovation of existing facilities is permitted if completed  
20 within 270 calendar days after contract award when a Finding of No  
21 Significant Impact (FONSI) as required by the National Environmental  
22 Protection Act (NEPA) exists. When a FONSI does not exist, as required  
23 by NEPA, expansion or renovation of existing institutions will be  
24 permitted if completed within 270 days after contract award and may not  
25 exceed 20% of the existing square footage proposed.

26  
27 The contractor shall ensure that the facility operates in a manner  
28 consistent with the mission of the Bureau of Prisons (BOP). The BOP's  
29 mission is the protection of society by confining offenders in the  
30 controlled environments of prisons and community-based facilities that  
31 are safe, humane, cost efficient and appropriately secure, that provide  
32 work and other self-improvement opportunities to assist inmates in  
33 becoming law abiding citizens.

34 Contract performance shall begin when the Contracting Officer (CO)  
35 issues the Notice to Proceed (NTP). Performance shall be for a four-  
36 year base period with three (3) two-year options, exercised unilaterally  
37 by the Government, for a potential term of ten years.

38 Within 120 days of contract award, the contractor shall be ready to  
39 begin accepting inmates and assume full responsibility for the  
40 operation, maintenance and security of the institution. This may occur  
41 earlier at the request of the contractor, but only if the BOP determines  
42 the contractor is capable of accepting inmates.

43 Prior to issuance of NTP, the BOP will perform numerous assessments to  
44 ensure the contractor is prepared to accept responsibility for  
45 performing all requirements of the contract.

46



1 Thirty (30) days prior to the contractor's expected NTP date, the  
2 contractor shall notify the CO in writing it is ready to accept inmates  
3 and assume full responsibility for the operation, maintenance and  
4 security of the institution.

5 Prior to the contractor's written request for NTP, it is essential that  
6 the contractor be fully prepared to accept responsibility for performing  
7 all requirements of the contract, thus ensuring the safety and security  
8 of the community, institution staff, and inmates. The contractor shall  
9 facilitate the assessment process by accommodating all requests for  
10 information or assistance.

11 Unless otherwise specified, all plans, policies, and procedures,  
12 including those identified in the most current edition of American  
13 Correctional Association (ACA) Standards for Adult Correctional  
14 Institutions (ACI), (ACA/ACI Standards), shall be developed by the  
15 contractor and submitted in writing to the Contracting Officers  
16 Representative (COR) for review and concurrence prior to issuance of the  
17 NTP. Once concurrence has been granted, these plans, policies and  
18 procedures shall not be modified without the prior written  
19 acknowledgment of the COR.

20 The NTP will be issued subsequent to receiving the contractor's  
21 notification that it is prepared to receive inmates and the BOP's sole  
22 determination that the contractor is capable of accepting inmates. The  
23 contractor shall be prepared to accept inmates immediately upon issuance  
24 of the NTP.

25 It is anticipated the BOP will predominantly designate non-U.S. citizens  
26 with deportation orders to the institution, however, the BOP may  
27 designate any inmate within its custody utilizing the same designation  
28 criteria that is used at other BOP facilities. P.S. 5100, Security  
29 Designation and Custody Classification Manual, outlines the procedures  
30 for designating inmates.

31 Designations to the institution are anticipated to occur at an estimated  
32 rate of 80 inmates per week. The estimated weekly designation of 80  
33 inmates to the institution would result in a population of approximately  
34 1,000 - 3,000 inmates in 12 - 36 weeks. The institution activation  
35 schedule of 80 inmates per week is an estimate only. Actual  
36 designations will depend upon many factors, including but not limited  
37 to: the contractor's ability to provide services in accordance with the  
38 contract; sentencing by the Federal Courts; and the designation process.

39 The contractor does not have a right of refusal and shall accept all  
40 designations from the BOP. The contractor shall not make any changes to  
41 existing non-BOP populations (security level, classification, etc.)  
42 without the prior written approval of the CO.

43 After award, the contractor is prohibited from constructing any  
44 additional bed space or facilities at the contract location without the  
45 prior written approval of the CO.

1 The contractor shall furnish all personnel, management, equipment,  
2 supplies and services necessary for performance of all aspects of the  
3 contract. Unless explicitly stated otherwise, the contractor is  
4 responsible for all costs associated with and incurred as part of  
5 providing the services outlined in this contract.

**1 EXPLANATION OF STATEMENT OF WORK TERMS**

2 ACA/ACI - American Correctional Association - Adult Correctional  
3 Institution. The private, nonprofit organization that administers the  
4 only national accreditation program for all components of adult and  
5 juvenile corrections. Its purpose is to promote improvement in the  
6 management of correctional agencies through the administration of a  
7 voluntary accreditation program and the ongoing development and revision  
8 of relevant, useful standards.

9 BOP - Federal Bureau of Prisons.

10 CO - Contracting Officer. A Government employee, who by virtue of a  
11 Contracting Officer's Warrant, is the only government employee  
12 authorized to negotiate, award, administer, cancel or terminate  
13 contracts on behalf of the United States Government.

14 Contractor - The entity to whom the Government has awarded the contract.

15 Contract Award Date - The date the CO signs the contract.

16 Contract Day - A "day" is considered a calendar day.

17 COR - Contracting Officer's Representative. The Government employee,  
18 designated in writing by the CO, authorized to perform certain limited  
19 functions on behalf of the CO. The extent of COR responsibilities are  
20 outlined in Section G of the contract and the COR Designation Letter,  
21 which will be provided to the contractor. Typically, the COR is the  
22 Privatization Field Administrator (PFA).  
23

24 COTR - Contracting Officer's Technical Representative. Government  
25 staff, designated in writing by the CO, who assist the CO and COR in the  
26 performance of duties. The extent of COTR responsibilities are outlined  
27 in Section G of the contract. COTR responsibilities are delineated in  
28 writing by the CO and will be provided to the contractor. Typically,  
29 the COTR is the Senior Secure Institution Manager.

30 Credentials - Documents permitting primary source verification regarding  
31 qualifications including education, training, licensure, experience, and  
32 board certification of an employee.

33 DOJ - Department of Justice.

34 DHO - Discipline Hearing Officer. The Government trained and certified  
35 contractor employee responsible for conducting disciplinary hearings.

36 Emergency - Any significant disruption of normal institution procedure,  
37 policy or activity caused by inmate disturbances, work or food strikes,  
38 food borne illness, escapes, fires, natural disasters, employee strikes  
39 or work stoppages, or other serious incidents.

40 FBI - Federal Bureau of Investigation.



1 FOIA Exempt - Information which is exempt from release under the Freedom  
2 of Information Act, 5 U.S.C. 552.

3 Former Inmate - A person who has been found guilty of committing a  
4 felony or misdemeanor for whom less than one year has elapsed since  
5 release from custody or any type of supervision.

6 HSU - Health Services Unit. The organizational unit providing routine  
7 and emergency health care. The HSU is the designated part of a facility  
8 delivering care to inmates on an ambulatory or observation basis.

9 ICE - Immigration and Customs Enforcement.

10 Inmate - An individual confined under the auspices and authority of the  
11 BOP or under supervision of a Federal court.

12 Inmate Records - Information concerning an inmate's personal, criminal  
13 and medical history, behavior and activities while in custody. This may  
14 include detainers, personal property receipts, visitor lists,  
15 photographs, fingerprints, disciplinary infractions and actions taken,  
16 grievance reports, work assignments, program participation,  
17 miscellaneous correspondence, forms prescribed by Government policy,  
18 etc.

19 JCAHO - Joint Commission on Accreditation of Health Care Organizations.

20 Lethal Force - The force a person uses with the purpose of causing, or  
21 which they know, or should know, would create a substantial risk of  
22 causing death or serious bodily harm.

23 Limited Official Use Only - Information which is unclassified  
24 information of a sensitive, proprietary or personally private  
25 nature which must be protected against release to unauthorized  
26 individuals.

27 MOAR - Minimum Operational Availability Rate. The monthly rate for  
28 computer services/resource components which is a percentage  
29 calculated by dividing the accumulated monthly down time hours by the  
30 total number of hours of operation for a given month.

31 Negative Pressure Room - a room where the direction of air flow is  
32 controlled by creating a lower (negative) pressure in the area into  
33 which flow of air is desired.

34 NTP - Notice To Proceed. The official written notice signed and issued  
35 by the CO which authorizes the contractor to proceed with the contract  
36 and begin providing services under the contract. The contractor shall  
37 be prepared to accept inmates immediately upon issuance of the NTP.

38 OIG - Office of the Inspector General, Department of Justice.

39 P.S. - Program Statement. A BOP written document that establishes

1 policy in a given area. The contractor shall adhere to the most current  
2 version.

3 Records Office - The office responsible for maintaining records,  
4 coordination of movement and other related functions.

5 Safety Equipment - Including, but not limited to: fire fighting  
6 equipment (e.g., chemical extinguishers, hoses, nozzles, water supplies,  
7 alarm systems, portable breathing devices, gas masks, fans, first aid  
8 kits, stretchers).

9 SENTRY - The BOP's online, real-time database system, used primarily for  
10 maintaining information about Federal inmates. It contains information  
11 about sentencing, work assignments, admission/release status and other  
12 special assignments for monitoring inmate status. The SENTRY system  
13 also includes property management and other modules which address most  
14 aspects of incarceration.

15 Subcontract - Any agreement entered into by the contractor who was  
16 awarded the contract ("prime contractor") with another entity to provide  
17 services and supplies to accomplish performance of the contract.

18 Subcontractor, full time - an individual performing work in the contract  
19 facility which requires performance in excess of 29 or more total days  
20 or 232 hours which can be accrued incrementally (i.e., 2 hours per week,  
21 3 days per week) or in a one month period.

22 Subcontractor, part time - an individual performing work in the contract  
23 facility which requires performance of 29 total days (232 hours) or less  
24 which is accrued incrementally (i.e. 2 hours per week, 3 days per week)  
25 or 29 days. Part-time subcontractors shall be escorted at all times  
26 while in the institution or, when outside the institution, if the  
27 possibility exists of coming into contact with inmates.

28 Telehealth - The provision of clinical care and health care services  
29 (administration, education, etc.) through the use of electronic  
30 communication and information technologies across geographic and time  
31 barriers.

32 USMS - United States Marshals Service.

33 Warden - The contractor's official, regardless of title (e.g., Chief  
34 Executive Officer (CEO) or Facility Administrator), who has ultimate on-  
35 site responsibility for the overall management and operation of a  
36 facility.

37 Additional definitions are contained in the American Correctional  
38 Association (ACA) Standards for Adult Correctional Institutions (ACI)  
39 and Standards Supplement.



1 **PERFORMANCE OBJECTIVES**

2 **A. Contract Performance**

3 All services and programs shall comply with the SOW; the U.S.  
4 Constitution; all applicable federal, state and local laws and  
5 regulations; applicable Presidential Executive Orders (E.O.); all  
6 applicable case law; and Court Orders. Should a conflict exist between  
7 any of the aforementioned standards, the most stringent shall apply.  
8 When a conflict exists and a conclusion cannot be made as to which  
9 standard is more stringent, the CO shall determine the appropriate  
10 standard. The contractor shall comply with and implement any applicable  
11 changes to BOP policy, Department of Justice (DOJ) regulation,  
12 Congressional mandate, Federal law, DC law, or E.O. Should the  
13 Government invoke such changes, the contractor retains rights and  
14 remedies (i.e., equitable adjustment) under the terms and conditions of  
15 the contract.

16 BOP reserves the right to have various staff on site to monitor contract  
17 performance. The Government reserves its rights to conduct announced  
18 and unannounced inspections of any part of the institution at any time  
19 and by any method to assess contract compliance.

20 **B. General Administration**

21 The contractor is required to perform in accordance with the most  
22 current editions of the ACA ACI Standards. The contractor shall obtain  
23 ACA accreditation within 24 months of NTP and shall maintain continual  
24 compliance with all ACA ACI Standards during the performance of the  
25 contract, unless otherwise specified by the CO. Once full accreditation  
26 has been obtained, the contractor shall maintain this accreditation  
27 throughout the life of the contract, inclusive of any option periods  
28 exercised. Failure to perform in accordance with contract requirements  
29 and to obtain ACA accreditation within 24 months from NTP may, at a  
30 minimum, result in a reduction of the monthly operating price in  
31 accordance with the contract terms.

32 Accomplishment of some ACA ACI Standards is augmented by BOP policy  
33 and/or procedure. In these instances, the SOW identifies and provides  
34 direction for the enhanced requirements. The contractor shall use the  
35 most current version of the BOP policy.

36 This SOW contains numerous references which direct the contractor to  
37 notify, contact or provide the CO or COR with information or data.  
38

39 The contractor is responsible for development and administration of a  
40 comprehensive Quality Control Program (QCP) which ensures all  
41 requirements of this contract are achieved. The specific requirements  
42 for the QCP are detailed in Section J.



1 Several sections of this SOW require the contractor to maintain a system  
2 of records identical to the BOP. The contractor shall not establish a  
3 separate system of records without prior written approval of the CO.  
4 All records related to contract performance shall be retained in a  
5 retrievable format for the duration of the contract. Except as  
6 otherwise expressly provided in this SOW, the contractor shall, upon  
7 completion or termination of the resulting contract, or upon request,  
8 transmit to the Government any records related to performance of the  
9 contract.

10 The contractor shall comply with all statutes, regulations and  
11 guidelines from the National Archives and Records Administration.  
12 Records and information management functions are required and mandated  
13 by the following regulations: 44 U.S.C. 21, 29, 31 and 33; 36 Code of  
14 Federal Regulations (CFR) Chapter 12 sub-chapters A and B; OMB Circular  
15 A-130; and DOJ Order 2710.8C, Removal and Maintenance of, and Access to,  
16 Documents. Criminal penalties for unlawfully destroying, damaging or  
17 removing federal records is addressed in 18 USC 2071, 793, 794 and 798.

18 The contractor shall protect, defend, indemnify, save and hold harmless  
19 the United States Government, the BOP and its employees or agents, from  
20 and against any and all claims, demands, expenses, causes of action,  
21 judgments and liability arising out of, or in connection with, any  
22 negligent acts or omissions of the contractor, its agents,  
23 subcontractors, employees, assignees or any one for whom the contractor  
24 may be responsible. The contractor shall also be liable for any and all  
25 costs, expenses and attorneys fees incurred as a result of any such  
26 claim, demand, cause of action, judgment or liability, including those  
27 costs, expenses and attorneys fees incurred by the United States  
28 Government, the BOP and its employees or agents. The contractor's  
29 liability shall not be limited by any provision or limits of insurance  
30 set forth in the resulting contract.

31 In awarding the contract, the Government does not assume any liability  
32 to third parties, nor will the Government reimburse the contractor for  
33 its liabilities to third parties, with respect to loss due to death,  
34 bodily injury, or damage to property resulting in any way from the  
35 performance of the contract or any subcontract under this contract.

36 The contractor shall be responsible for all litigation, including the  
37 cost of litigation, brought against it, its employees or agents for  
38 alleged acts or omissions. The CO shall be notified in writing of all  
39 litigation pertaining to this contract and provided copies of any  
40 pleadings filed or said litigation within five working days of the  
41 filing. The contractor shall cooperate with Government legal staff  
42 and/or the United States Attorney regarding any requests pertaining to  
43 federal or contractor litigation.

44 Policies and procedures shall be developed to ensure a positive  
45 relationship is maintained with all levels of the federal judiciary.  
46 The contractor's procedures shall ensure a tracking system is

1 established which mandates that all judicial inquiries and program  
2 recommendations are responded to in a timely and accurate manner. All  
3 judicial inquiries and contractor responses specifically related to an  
4 inmate, shall be made part of the inmate's central file.

5 The contractor shall notify the COR immediately when a request is made  
6 by a member of the United States Congress for information or to visit  
7 the institution. All responses to Congress shall be cleared, in  
8 advance, by the COR.

9 The COR shall be notified when a request is made for inmate or employee  
10 interviews or visits to the institution by any representative of the  
11 media as defined by P.S. 1480., News Media Contacts. The contractor  
12 shall permit inmate interviews by legitimate media consistent with P.S.  
13 1480.

14 The contractor shall coordinate, in advance, all public information  
15 related issues with the COR. All press statements and releases shall be  
16 cleared, in advance, with the COR.

17 The contractor shall promptly make public announcements stating the  
18 facts of unusual newsworthy incidents to local media. Examples of such  
19 events include, but are not limited to: deaths by other than natural  
20 causes; escapes from custody; and institution emergencies.

21 The contractor shall ensure employees agree to use appropriate  
22 disclaimers clearly stating the employees' opinions do not necessarily  
23 reflect the position of the BOP or DOJ in any public presentations they  
24 make or articles they write that relate to any aspect of contract  
25 performance or the facility operations.

## 26 **C. Fiscal Management**

27 A commissary shall be operated by the contractor as a privilege for  
28 inmates. The commissary shall have items available for purchase that are  
29 not required to be furnished by the contractor, in accordance with the  
30 objectives of the contract. Inmates shall have the opportunity to  
31 purchase from the commissary at least once a week. A copy of the  
32 commissary inventory shall be provided to the BOP upon request.

33 The contractor shall refer to specific chapters of BOP P.S. 4500., Trust  
34 Fund/Warehouse/Laundry Manual for management of the commissary  
35 operations, as indicated below.

36 The contractor shall ensure that inmates spend no more on purchases than  
37 the BOP spending limit. The contractor shall not sell or stock items  
38 which are prohibited by the BOP as defined in P.S. 4500., Chapter 4522.

39 The mark-up for commissary items shall not exceed the BOP mark-up



1 formula as defined by P.S. 4500., Chapter 4523, however the contractor  
2 may define a lower mark-up. The contractor may assess state sales tax  
3 to the items if state sales tax is applicable.

4 Inmates will be permitted to receive funds from outside sources (i.e.,  
5 from family, friends, bank accounts). Outside funds or those generated  
6 from work may be used to pay for products and services from the  
7 commissary.

8 If inmate funds are placed in an interest bearing account, the interest  
9 earned must be credited to the inmate.

10 Procedures shall be established for transferring inmate personal funds  
11 upon release from the institution, transfer to another institution or  
12 when an inmate requests a funds transfer to an outside source. The  
13 contractor shall ensure that all inmates who are scheduled for removal  
14 to foreign destinations are given all funds immediately prior to release  
15 from the institution. Transfer of inmate funds shall occur within five  
16 working days upon release from the institution, transfer to another  
17 institution, or when an inmate requests a funds transfer to an outside  
18 source.

19 The contractor may use commissary profits as incentive pay for inmates  
20 participating in education and vocational programming. Procedures shall  
21 be developed in accordance with 28 CFR 545 and P.S. 5251., Work and  
22 Performance Pay Program, Inmate.

23 Inmate Benefit Fund - Any revenues earned in excess of those needed for  
24 commissary operations shall be used to provide benefit to all inmates,  
25 via an inmate benefit fund. The contractor may use P.S. 4500., Chapter  
26 4504, as a guide for appropriate expenditures from this fund, however,  
27 prohibited items, as defined by the BOP, shall not be purchased with  
28 commissary revenues. Individual expenditures from the inmate benefit  
29 fund that exceed \$10,000, shall be approved by the contractor's  
30 corporate office. Records of inmate benefit fund expenditures shall be  
31 maintained on site at the contract facility and available for review by  
32 the BOP. The contractor shall ensure that an annual audit, consistent  
33 with current ACA/ACI standards, includes the inmate benefit fund. At  
34 the conclusion of the contract, the inmate benefit fund shall revert  
35 back to the Government. Any interest earned on this fund shall be  
36 credited to the inmate benefit fund.

37 Unclaimed Inmate Funds - The contractor shall exhaust all avenues to  
38 locate inmates and forward their inmate account balances. If, after  
39 three months, the inmate cannot be located, the contractor shall forward  
40 the inmate account balance to the BOP as instructed below:

41 1) Check made payable to the individual inmate must contain the  
42 inmate's full name and register number. The sender's name must be  
43 included on the check and/or mailing envelope.



2) Check made payable to the BOP, for the purposes of consolidating several inmate account balances, must be accompanied by a Field Submission Form, provided by the BOP.

3) The Field Submission Form shall list the inmate's full name, register number and amount to be credited to the inmate. One Field Submission Form shall be completed for each check.

4) Unclaimed funds shall be sent to the Centralized Lockbox Collection at:

Federal Bureau of Prisons  
Inmate Name/Register Number  
Trust Fund Branch/Deposit Fund  
320 First St. NW Room 5005  
Washington, DC 20534

#### **D. Personnel**

For purposes of the Personnel portion of the contract, the terms employee, subject and applicant refer to any person applying to work for the contractor as an employee or subcontractor, or who may already be employed by the contractor, who has not previously completed the personnel security requirements detailed in this section of the contract and who has not received a favorable suitability adjudication from the BOP.

The contractor shall have and maintain a Personnel Policy Manual applicable to this contract.

#### **STAFFING PLAN**

The number, type and distribution of staff as described in the contract staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the BOP approved staffing plan.

Each month, the contractor shall submit to the CO the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days.

Failure to fill any individual position within 120 days of the vacancy may result in a deduction from the monthly invoice. The BOP may calculate the deduction retroactive to day one of the vacancy, excluding the days for the BOP's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

1 EMPLOYMENT PROCEDURES

2 The Warden or designee shall be the contractor's contact person for all  
3 matters regarding the processing of contractor personnel.

4 Prior to employees entering on duty (EOD) at the facility, the  
5 contractor shall ensure the following steps are completed for each  
6 applicant, full or part time, as listed below:

- 7 1) Conduct a Credit Check for employment purposes as described in  
8 the Fair Credit Reporting Act;
- 9 2) Coordinate the process for BOP staff to conduct criminal history  
10 checks - National Crime Information Center (NCIC) and National Law  
11 Enforcement Telecommunication System (NLETS);
- 12 3) Conduct a pre-employment interview;
- 13 4) Perform a Law Enforcement Agency Check for the past five years;
- 14 5) Complete an Employment Eligibility Verification (DOJ-INS Form I-  
15 9);
- 16 6) Voucher the applicant's employment record for the past five  
17 years;
- 18 7) Certify the applicant is a U.S. citizen (see below- Other  
19 Requirements);
- 20 8) Certify the applicant has met the residency requirements (see  
21 below - Other Requirements).

22

23 The determination for employment suitability must be made using the  
24 BOP's current Guidelines of Acceptability. Based on steps #1-8 and the  
25 Guidelines of Acceptability, the contractor will determine if the  
26 applicant is suitable for employment. The Warden shall certify that  
27 steps #1 through #8 have been completed with satisfactory results and  
28 submit this certification with the applicant's information to the BOP  
29 for conditional approval. The applicant's information shall include the  
30 following: full name, date of birth, social security number and position  
31 applied for.

32 After receiving the BOP's conditional approval, the contractor shall  
33 proceed with the following steps:

34

- 35 9) Complete and submit FBI Fingerprint forms;
- 36 10) Conduct a urinalysis in accordance with P.S. 3735., Drug Free  
37 Workplace;
- 38 11) Applicant shall complete Questionnaire for Public Trust  
39 Positions, SF-85P, or approved equivalent;
- 40 12) Applicant shall complete Supplemental Questionnaire or Selected  
41 Positions (OPM form 85P-S), or approved equivalent;
- 42 13) Notify COR of Limited Background Investigation (LBI initiation).

43 Positions requiring the OPM form 85P-S, or equivalent, are those



1 employees required to carry firearms during the course of their  
2 employment.

3 Contractor responsibilities subsequent to Enter on Duty (EOD) date:

- 4 14) Notify COR within 24 hours of actual EOD;
- 5 15) Receipt and review of Limited Background Investigation (LBI)
- 6 report (Section J).
- 7

8 The BOP retains authority to approve all contractor staff,  
9 subcontractors and volunteers, who work or have contact with federal  
10 inmates under the terms of this contract. No individual who is under  
11 supervision or jurisdiction of any parole, probation or correctional  
12 authority shall be employed.

13 The contractor shall develop procedures to coordinate with the BOP to  
14 process and initiate NCIC/NLETS functions in accordance with PS 1280.,  
15 JUST, NCIC and NLETS Telecommunications Systems (Management and Use) for  
16 criminal history checks to maintain institution security. NCIC/NLETS may  
17 not be utilized for Justice Employment checks. The contractor shall  
18 adhere to the Federal Bureau of Investigation (FBI) Criminal Justice  
19 Information Services (CJIS) Security Addendum as included in Section J  
20 of the contract. The contractor shall ensure that use of NCIC/NLETS is  
21 performed only to the direct benefit and furtherance of the contract.

22 Within one year of each on-site employee's EOD, the contractor shall  
23 obtain, review, identify and resolve derogatory information contained on  
24 the LBI results using the Adjudication Standards for Resolving Limited  
25 Background Investigations and Periodic Reinvestigation, outlined in  
26 Section J. The contractor shall make a determination regarding the  
27 employee's suitability for employment under this contract.  
28 Investigations with little or no derogatory information will be reviewed  
29 and forwarded to the COR within 90 days of the investigation completion  
30 date. Investigations requiring resolution of derogatory information will  
31 be forwarded within 180 days of the investigation completion date.  
32 Extended adjudication time frames, on a case-by-case basis, may be  
33 requested from the COR.

34 Upon receipt, review and resolution of any derogatory information  
35 contained in the reinvestigation report, the Warden shall forward to the  
36 COR a written final determination regarding the employee's continued  
37 employment under this contract. A copy of the reinvestigation report  
38 results shall be attached.

39 The contractor shall ensure all employees and full-time subcontractors  
40 are reinvestigated as prescribed in the Scope and Coverage of a Periodic  
41 Reinvestigation in Section J, of the contract.

42 The contractor shall maintain all personnel records, on-site, for the

1 duration of the contract and make these records available to the Bureau  
2 upon request.

### 3 WAIVERS

4 If the applicant does not meet the BOP's Guidelines of Acceptability,  
5 and is still a desirable employee, the contractor may request a written  
6 waiver to the Guidelines, submitted to the COR, which includes:

- 7 1) details and circumstances of the applicant's behavior that is  
8 outside the Guidelines;
- 9 2) reason(s) why the applicant should receive further  
10 consideration; and
- 11 3) availability of other suitable applicants.

### 12 OTHER REQUIREMENTS

13

14 The contractor shall not employ any individual who has a felony or  
15 misdemeanor conviction of domestic violence.

16 The contractor shall not employ any individual who is not a United  
17 States citizen unless otherwise approved by the COR. Citizens in the  
18 United States include those who were: born in the United States (the  
19 fifty states, the District of Columbia, Puerto Rico, Guam (since 1950),  
20 or the U. S. Virgin Islands; born outside the United States to parents  
21 who are citizens of the United States, one of which was physically  
22 present in the United States or one of its outlying possessions for a  
23 continuous period of one year at any time prior to the birth of the  
24 person (in some situations only one person has to be a citizen);  
25 naturalized as a United States Citizen; or otherwise granted citizenship  
26 under authorities described in law, beginning at 8 U.S.C. 1401. For non-  
27 citizen applicants or subcontractors, the contractor must seek approval  
28 from the COR. Non-citizen applicants of subcontractors must be citizens  
29 of an allied nation as defined by the United States Office of Personnel  
30 Management (see <http://www.opm.gov/employ/html/Citizen.htm> ).

31 All applicants or subcontractors, U.S. citizen or otherwise, must have,  
32 immediately prior to applying for a position: (1) resided in the United  
33 States three of the past five years; (2) worked for  
34 the United States overseas in a federal or military capacity; or, (3)  
35 been a dependent of a federal or military employee serving overseas.

36 The BOP has final approval authority for non-citizen and non-residency  
37 employment for all potential employees and subcontractors.

38 The contractor shall maintain verification of training and experience  
39 which shall include credentials for all professional staff. All  
40 credentials shall be kept current and maintained for the duration of the  
41 individual's performance under the contract.



1 EMPLOYMENT AGREEMENT

2 In the absence of a collective bargaining agreement, the contractor must  
3 enter into a written employment agreement with each employee assigned to  
4 work at the contractor's facility. This agreement must provide that, in  
5 recognition of the public safety requirements for uninterrupted services  
6 at the contractor's facility and in return for adequate consideration,  
7 including grievance procedures, the contractor employee agrees not to  
8 strike or otherwise interrupt normal operations at the contractor's  
9 facility without giving 30 days advance written notice.

10 The contractor must ensure that a contingency plan covering work actions  
11 or strikes is developed and maintained in a secure location.

12 In the event the contractor negotiates collective bargaining agreements  
13 applicable to the work force under the contract, the contractor must use  
14 its best efforts to ensure such agreements contain provisions designed  
15 to ensure continuity of services. All such agreements entered into  
16 during the contract period of performance should provide that grievances  
17 and disputes involving the interpretation or application of the  
18 agreement will be settled without resorting to strike, lockout, or other  
19 interruption of normal operations.

20 For this purpose, each collective bargaining agreement should provide an  
21 effective grievance procedure with arbitration as its final step, unless  
22 the parties mutually agree upon some other method of assuring continuity  
23 of operations. As part of such agreements, management and labor should  
24 agree to cooperate fully with the Federal Mediation and Conciliation  
25 Service. The contractor shall include the substance of this clause  
26 (paragraph, provision, etc.) in any subcontracts for protective  
27 services.

28

29 STAFFING

30 The following are essential personnel with respective minimum  
31 qualification requirements and are critical for performance of the  
32 contract. The contractor may use other titles. Within fifteen days of  
33 contract award, the contractor shall submit a written request to the COR  
34 for conditional contractor employment approval of the Project  
35 Coordinator, Warden(s) and Associate Warden(s). The fifteen-day period  
36 may be extended for the Warden(s) and Associate Warden(s) positions, if  
37 requested in writing by the contractor and approved by the CO.

38 Project Coordinator - Knowledge and experience within the last five  
39 years in planning and executing similar contract requirements as  
40 contained within this SOW.

41 Warden(s) - Knowledge of program objectives, policies, procedures  
42 and requirements for managing a secure correctional facility. A  
43 minimum of 10 years experience in corrections or related field with

experience in the management of a correctional facility at the Associate Warden level or above.

Associate Warden(s) - Knowledge of program objectives, policies, procedures and requirements for managing a correctional facility. A minimum of 10 years experience in corrections or related field with five (5) years experience in the field of corrections at the level of mid-management.

The essential personnel listed below are commonly referred to as department heads with the following qualification requirements considered critical for the performance of this contract: knowledge of program objectives, policies, procedures and requirements specific to their department. A minimum of five years experience specific to their department is required.

Administrator, Religious Services  
Case Management Coordinator  
Chief, Correctional Services  
Computer Services Manager  
Correctional Shift Supervisors  
Intelligence Officer  
Facilities Manager/Administrator  
Food Service Administrator  
Inmate Systems/Records Office Manager  
Medical Services Administrator  
Quality Control Specialist  
Safety/Environmental Specialist

The Administrator, Religious Services shall meet the certification standards of the American Correctional Chaplains Association.

#### SUBCONTRACTORS

The contractor shall develop written procedures for the security and supervision of subcontractors that work on this contract. The procedures shall include record keeping, identification badges and escort protocols. The contractor shall include these procedures in the contractor's Personnel Policy Manual. The contractor shall complete steps 1-15, as outlined in Employment Procedures above for each full-time subcontractor employee.

The contractor, at a minimum, must complete the following for all part-time subcontractors:

- 1) Employment Eligibility Verification form (DOJ-INS Form I-9);
- 2) Coordinate and process with BOP staff to conduct criminal history



1 background information, e.g., National Criminal Information Center  
2 (NCIC/NLETS) and law enforcement checks;

3 The contractor shall use the current BOP Guidelines of Acceptability  
4 when determining subcontractor employment.

5 In addition, the contractor shall not hire any subcontractor, full or  
6 part-time who, under the following circumstances, knows any person or  
7 has any relatives who are currently incarcerated in the facility; has  
8 any criminal charges currently pending; is currently under any  
9 incarceration order, probation, or court supervision.

10 Subcontractors are required to adhere to the contractor's Standards of  
11 Conduct. The BOP has authority to approve all subcontractors who have  
12 contact with federal inmates under the terms of this contract.

### 13 VOLUNTEERS

14 The contractor shall develop written procedures for the use, security  
15 and supervision of volunteers. The procedures shall outline record  
16 keeping, identification badges and escort protocols. The contractor  
17 shall include these procedures in the Personnel Policy Manual.

18  
19 Volunteers must be 18 years old or older. Ex-offenders with at least  
20 three years of crime-free conduct after release, or with a favorable  
21 report upon completion of probation or parole, may be utilized as  
22 volunteers. Volunteers shall not be granted waivers for unescorted  
23 status or passes.

24 The contractor shall complete the following for each volunteer working  
25 in the facility:

- 26 1) Name and personal information, (e.g., address, date of birth,  
27 social security number);
- 28 2) FBI Fingerprint Cards;
- 29 3) Coordinate and process with BOP staff to conduct criminal  
30 history background information, (e.g., National Criminal  
31 Information Center (NCIC/NLETS) and law enforcement checks).

32 The contractor, at a minimum, shall review the volunteer's personal  
33 information. The BOP will review any criminal background information  
34 (i.e., NCIC and law enforcement agency checks) to determine if the  
35 applicant is suitable, in accordance with the BOP Guidelines of  
36 Acceptability, for entrance into the facility.

37 Volunteers are required to adhere to the contractor's Standards of  
38 Conduct. The BOP has authority to approve all volunteers who have  
39 contact with Federal inmates under the terms of this contract.